



Price Agreement Amendment

Page 1 of 1
Printed: 2/7/2002

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
CAPITOL HILL
PROVIDENCE RI 02908

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COLUMBIA PROPANE
2031 KINGSTOWN RD
PEACEDALE RI 02883

GAS, LIQUID PROPANE

Amendment Date: 02/04/2002
Original Award Date: 04/03/2001
Buyer: ROCHE, LINDA P
Phone #: (401) 222 - 2142 ext. 118
FOB: F.O.B., Destination

Terms: Net 30

Change Order Number

1

Award Number

68M00210476

Effective Period:

05/01/2001 - 03/31/2004

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ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

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ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

Change Order Note: #1

Department				Bid Number	C/O Req #
ADMINISTRATION				MPA-166	3566
Item	Class-Item	Bid #	Requisition #	Unit	Unit Price
1.0	CHANGE ORDER #1 CHANGE TO PO #68M00210476 DATED 4/3/01. PURCHASE ORDER #68M00210476 CANCELLED, VENDOR NAME CHANGED: FROM: COLUMBIA PROPANE TO: AMERIGAS EAGLE PROPANE, LP NEW PURCHASE ORDER 68M00230180 WAS ISSUED TO AMERIGAS EAGLE PROPANE LP.			EA	0.00

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.state.ri.us. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

STATE PURCHASING AGENT/DESIGNEE

ACCOUNTING

DATE RELEASED

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, "no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe." Under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state."

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY – If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING – All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS		
Master Price Agreement - MPA #166-4-3566	Agency Price Agreement – APA #	Requisition #

COMMODITY/SERVICE DESCRIPTION: GAS, LIQUID PROPANE

DATE ISSUED: 4/3/01

AGREEMENT PERIOD: 5/1/01 - 3/31/04

(with the option to renew for two (2) additional two (2) year periods)

BUYER: LINDA ROCHE/njl

Telephone No. (401) 222-2142 ext. 118

APPROVED FOR THE STATE OF RHODE ISLAND: Jerome D. Moynihan

Administrator, Purchasing Systems

This is a notice of award, not an order. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under **AUTHORIZATION AND RELEASE**

BILLING REFERENCE NO.	VENDOR(S) ADDRESS	TELEPHONE
166-4-3566-1	COLUMBIA PROPANE 2031 KINGSTOWN ROAD PEACEDALE, RI 02883	TELEPHONE #: (401) 783-3357 TERMS: NET 30 DAYS
166-4-3566-2	FERRELL GAS 100 MONEY HILL ROAD CHEPACHET, RI 02814	TELEPHONE #: (401) 568-6275 TERMS: NET 30 DAYS

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Master Price Agreement - MPA #166-4-3566

Agency Price Agreement – APA #

Requisition #

ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in Request/Bid Number 3566, (2) the General Terms and Conditions of Contracts for the State of Rhode Island (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island AND (4) any Special Instructions or Provisions contained herein. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee.

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies (or political subdivisions of the State) during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

If this is a Master Price Agreement (MPA), Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under **AGREEMENT PERIOD** unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to promptly cure the defect or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

INSURANCE - If this is an Agency Price Agreement (APA), annual renewal insurance certificates for Workers' Compensation, Public Liability, Property Damage Insurance, Auto Insurance, etc., must be submitted to the specific agency identified in the "Bill To" section of this agreement. If this is a Master Price Agreement (MPA), send to the appropriate Buyer at the address named below for submitting reports. Certificates are annually due prior to the beginning of any contract period beyond the initial twelve-month period of this contract. Failure to provide annual insurance certification may be grounds for cancellation.

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data:

- ☐ Items listed in Attachment A – Pricing, which have had no release activity during the period,
- ☐ Billing volume, in total, by month,
- ☐ Shipment quantity during the quarter, by major classification (as identified by Attachment A - Pricing),
- ☐ Shipment quantity during the quarter, by item (as identified by Attachment A - Pricing),
- ☒ Shipment quantity during the quarter, by billing address (as identified by Attachment A - Pricing),
- ☐ None.

Required documents must be submitted to the BUYER named in this notice at the address below.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement Number, the item(s) covered, and the unit pricing in the same format as described in Attachment A - Pricing.

A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes.

DELIVERY - If this is a Master Price Agreement (MPA), vendor will obtain “ship to” information from each participating agency. This information will be contained in the DPO. If this is an Agency Price Agreement (APA) vendor will ship to the following address:

PRICING - All pricing shall be as described in Attachment A - Pricing, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Attachment A.

INVOICING – All invoices shall reference the DPO Order Number(s), Price Agreement number, the item(s) covered, and the unit pricing in the same format as described in Attachment A - Pricing. Invoices for items not received or for work not yet performed will not be honored.

If this is a Master Price Agreement (MPA), vendor will obtain “bill to” information from each participating agency. This information will be contained in the DPO. If this is an Agency Price Agreement (APA) vendor will send invoices to the following address:

SPECIAL TERMS/INSTRUCTIONS/REQUIREMENTS

N/A

SOLICITATION INFORMATION

DATE: FEBRUARY 22, 2001

FOR THE PURPOSES OF THIS REQUEST, THE STATE OF RI IS DIVIDED INTO 4 DISTRICTS. THE FOLLOWING IS A LIST OF THE DISTRICTS AND THE MUNICIPALITIES INCLUDED WITHIN THE DISTRICT. VENDORS WILL BE RESPONSIBLE FOR DELIVERY OF PROPANE TANKS (IF NOT STATE OWNED) MAINTENANCE OF TANKS AND RENTAL OF PROPANE TANKS IF REQUIRED BY DISTRICT. ALL LOCATIONS, WHETHER LISTED OR NOT, WILL BE THE RESPONSIBILITY OF THE VENDOR.

DISTRICTS DISTRICT 1

BURRILLVILLE, GLOUCESTER, NORTH SMITHFIELD, CUMERLAND, LINCOLN,
WOONSOCKET, SMITHFIELD, CENTRAL FALLS, PAWTUCKET

DISTRICT 2

FOSTER, SCITUATE, JOHNSTON, CRANSTON, EAST PROVIDENCE, WARWICK,
NORTH PROVIDENCE, COVENTRY, WEST WARWICK, PROVIDENCE

DISTRICT 3

LITTLE COMPTON, TIVERTON, WARREN, BRISTOL, BARRINGTON, PORTSMOUTH,
MIDDLETOWN, NEWPORT

DISTRICT 4

EXETER, NORTH KINGSTOWN, SOUTH KINGSTOWN, RICHMOND, CHARLESTOWN,
NARRAGANSETT, WESTERLY, HOPKINTON, JAMESTOWN, WEST GREENWICH,
EAST GREENWICH

**SERVICE VENDOR WILL BE RESPONSIBLE FOR SERVICE TO EACH DISTRICT ON CONTRACTOR
SUPPLIED OR STATE OWNED CYLINDERS. SERVICE REQUIREMENTS WILL BE AS
STATED WITHIN EACH DISTRICT.**

PRICES WILL BE QUOTED AS AN INCREMENT PLUS OR MINUS THE AVERAGE SELKIRK POSTING AS LISTED IN THE "WEEKLY PROPANE NEWSLETTER." THIS PUBLICATION AND AVERAGE SELKIRK POSTING SHALL BE UTILIZED AS THE BASIS FOR PRICING FOR LIQUID PROPANE AT THE TIME OF DELIVERY. VENDOR WILL BE REQUIRED TO BILL ONCE PER MONTH.

BID INSTRUCTIONS / SPECIFICATIONS

DATE: FEBRUARY 22, 2001

THE FOLLOWING ARE ESTIMATED QUANTITIES AND DELIVERY LOCATIONS BY DISTRICT.

DISTRICT 1

3500 GALS BULK DELIVERY ZAMBARANO HOSPITAL, WALLUM LAKE
(2) 1000 GALLON TANKS & REGULATORS
2400 GALS CCRI MAINTENANCE – LINCOLN –
VENDOR TANKS – SERVICE AS NEEDED
1500 GALS STATE POLICE BARRACKS – LINCOLN –
VENDOR TANKS – (4) 125 GAL TANKS –
SERVICE AS NEEDED
3000 GALS DAVIES TECHNICAL HIGH SCHOOL – LINCOLN
VENDOR TANKS – SERVICE AS NEEDED
2400 GALS RI ANG – OLD OXFORD ROAD, NORTH SMITHFIELD,
(1) 120 LB TANK – VENDOR TANK
3000 GALS ENVIRONMENTAL MGMT. – DIAMOND HILL STATE PARK,
CUMBERLAND – (2) 100 LB TANKS – VENDOR SUPPLIED
300 GALS DOT – MAINTENANCE – WHIPPLE AVE. STOCKPILE,
HARRISVILLE
300 GALS DOT – MAINTENANCE – CARPENTERS CORNER,
INTERSECTION OF ROUTES 5 & 7

DISTRICT 2

10000 GALS NARRAGANSETT BAY COMMISSION, 2 ERNEST ST., PROVIDENCE,
(2) 400 LB CYLINDERS AND (2) 1000 LB CYLINDERS –
VENDOR TANKS – AUTOMATIC DELIVERY
4800 GALS GENERAL HOSPITAL – MHRH – CRANSTON
1000 GALS DOT MAINTENANCE – RTE 6 STOCKPILE, EAST PROVIDENCE –
(3) 100 GALLON TANKS – VENDOR TANKS
1000 GALS RI COLLEGE – 600 MT. PLEASANT, PROVIDENCE
(2) 1000 GALLON TANKS
2800 GALS DOT MAINTENANCE – BRIDGE SECTION – 34 CALVERLY ST.,
PROVIDENCE – 100 LB. TANKS – VENDOR TANKS
1200 GALS MHRH – A.M. BLDG. – DIX BLDG. – MOTOR POOL –
(3) 500 GAL TANKS – STATE OWNED
600 GALS DIVISION OF AIRPORTS – WARWICK
100 LB TANKS – VENDOR SUPPLIED
700 GALS RI COLLEGE – 600 MT. PLEASANT AVE., PROVIDENCE
(6) 100 GAL TANKS – (2) BROWNE DORM. (2) WEBER DORM.
(2) WALSH GYM – STATE OWNED CYLINDERS
1700 GALS CCRI – MAINTENANCE – 400 EAST AVE., WARWICK
(1) 100 LB TANK AT PRESIDENTS HOME – (1) 500 TANK
STORAGE BLDG. – (2) 100 LB TANKS STORAGE BLDG. –
(1) 500 LB TANK – MEGASTRUCTURE
240 GALS RI COLLEGE, ART DEPT. – 600 MT. PLEASANT, PROVIDENCE,
100 LB TANKS – VENDOR SUPPLIED
1000 GALS STATE POLICE TRAINING ACADEMY, BOSS RD., FOSTER –
(1) 900 GAL TANK
800 GALS RI ANG. READ SCHOOLHOUSE RD., COVENTRY –
GOVT. OWNED TANKS

BID INSTRUCTIONS / SPECIFICATIONS

DATE: FEBRUARY 22, 2001

DISTRICT 3

2200 GALS COASTAL RESOURCES, NEWPORT OFFICE, STATE PIER,
(1) 100 GAL TANK – VENDOR SUPPLIED

DISTRICT 4

2000 GALS ENVIRONMENTAL MGMT. – BLDG. #14, PORT OF GALILEE,
NARRAGANSETT – (1) 100 GAL TANK – VENDOR SUPPLIED

2000 GALS RI ANG – QUONSET STATE AIRPORT, NORTH KINGSTOWN –
(1) 500 LB TANK, HOUSE TRAILERS – (2) 120 LB TANK,
SEWAGE LIFT STATION – (1) 120 LB TANK, HANGAR BLDG. P-13

1000 GALS HUMAN SERVICE, VETERANS AFFAIRS, VETERANS CEMETERY,
301 SOUTH COUNTY TRAIL, EXETER

1000 GALS STATE POLICE – HOPE VALLEY BARRACKS, 70 NOOSENECK HILL RD.,
WYOMING – (1) 500 GAL TANK

3600 GALS URI – ALTON JONES CAMPUS, WEST GREENWICH – RI ENVIRONMENTAL
CENTER, EDUCATION POOR HOUSE TRAILER, WHISPERING PINES –
STATE OWNED TANKS

300 GALS URI – ALTON JONES CAMPUS, RI OPERATING (ENVIRONMENTAL
ED. INCLUDED) – VENDOR SUPPLIED TANKS

2000 GALS URI – BALLENTINE, EAST HALL, BLISS HALL, CRAWFORD HALL,
MONKEY FARM, RODMAN GENERATOR, PECKHAM TRAILER, PECKHAM
HOUSE, EAST FARM – VENDOR SUPPLIED TANKS

2500 GALS ENVIRONMENTAL MGMT. – LAFAYETTE TROUT HATCHERY,
465 HATCHERY ROAD, NORTH KINGSTOWN – STATE OWNED TANKS

3000 GALS ENVIRONMENTAL MGMT. – COASTAL FISHERIES LAB. SUCCOTASH RD.,
WAKEFIELD – VENDOR SUPPLIED TANKS

30000 GALS MILITARY STAFF – CAMP VARNUM TRAINING SITE,
OLD BOSTON NECK ROAD, NARRAGANSETT – (4) 1000 GAL
(2) STATE OWNED (2) VENDOR SUPPLIED – (1) 500 GAL STATE
OWNED (1) 250 GAL VENDOR SUPPLIED

4500 GALS JOS. LADD CENTER – SCHOOL LAND ROAD, EXETER,
(1) 100 GAL TANK VENDOR MUST SUPPLY

520 GALS RI ATOMIC ENERGY COMMISSION – RI NUCLEAR SCIENCE CENTER,
SOUTH FERRY ROAD, NARRAGANSETT – (22) 100 LB CYLINDERS –
VENDOR SUPPLIED CYLINDERS – ALL CONNECTIONS AND VALVES
TO BE LEAK TESTED AFTER INSTALLATION BY VENDOR – VENDOR
MUST CERTIFY IN WRITING THAT CYLINDERS PROVIDED HAVE BEEN
TESTED AND CERTIFICATION WILL NOT EXPIRE WHILE CYLINDERS
ARE AT THE AGENCY

12000 GALS URI – FACILITIES & OPERATIONS – NARRAGANSETT BAY CAMPUS –
VENDOR SUPPLIED TANKS

1000 GALS CENTRAL SERVICES – WASHINGTON GOVERNMENT CENTER –
(1) 1000 GAL TANK

1000 GALS RI STATE POLICE – WICKFORD BARRACKS, 7875 POST ROAD,
NORTH KINGSTOWN – (1) 500 GAL TANK

2000 GALS ENVIRONMENTAL MANAGEMENT – ARCADIA RESEARCH STATION,
HOPE VALLEY – (1) 500 GAL TANK
(2) 120 GAL TANKS – VENDOR SUPPLIED TANKS

2000 GALS ENVIRONMENTAL MANAGEMENT – PERRYVILLE HATCHERY,
1106 POST ROAD, WAKEFIELD – (1) 500 GAL TANK –
(2) 120 GAL TANKS – STATE OWNED TANKS

PRICE AGREEMENT: GAS, LIQUID PROPANE APA #166

EFFECTIVE PERIOD: 5/1/01 - 3/31/04 (with option to renew for two (2) additional two (2) year periods)

BID #3566 - OPENED: 3/15/01

ATTACHMENT "A"

ITEM NO.	DESCRIPTION	UNIT PRICE	VENDOR NAME
1	<u>DISTRICT 1</u> INCREMENT (+) OR DISCOUNT (-) FROM SELKIRK	\$0.205	COLUMBIA PROPANE
2	<u>DISTRICT 2</u> INCREMENT (+) OR DISCOUNT (-) FROM SELKIRK	\$0.205	COLUMBIA PROPANE
3	<u>DISTRICT 3</u> INCREMENT (+) OR DISCOUNT (-) FROM SELKIRK	\$0.25	FERRELL GAS
4	<u>DISTRICT 4</u> INCREMENT (+) OR DISCOUNT (-) FROM SELKIRK	\$0.205	COLUMBIA PROPANE
RENTAL OF TANKS PER MONTH FOR DISTRICTS 1, 2, 3, & 4:			
5	100 GALLON - TANKS SUPPLIED AT NO CHARGE, IF REQUIRED	N/C	
6	500 GALLON - TANKS SUPPLIED AT NO CHARGE, IF REQUIRED	N/C	
7	1000 GALLON - TANKS SUPPLIED AT NO CHARGE, IF REQUIRED	N/C	
	LABOR RATE PER HOUR (NO SEPARATE TRAVEL) DISCOUNT FROM PART LIST	\$60.00 20%	COLUMBIA PROPANE
	LABOR RATE PER HOUR (NO SEPARATE TRAVEL) DISCOUNT FROM PARTS LIST	\$70.00 20%	FERRELL GAS